

CONTRACT #6
RFS # N/A

University of Tennessee

VENDOR:
Cornerstone Government
Affairs, LLC

UT
THE UNIVERSITY of TENNESSEE
KNOXVILLE, CHATTANOOGA, MARTIN, TULLAHOMA, MEMPHIS

VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

November 5, 2007

RECEIVED

NOV 05 2007

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review an amendment to competitively bid contract with Cornerstone Government Affairs, LLC to provide governmental representation in Washington, DC to strengthen the university's efforts to secure federal budget appropriations, provide legislative advocacy, and aid in shaping regulatory issues. Of primary interest is the identification of funding opportunities for UT faculty and researchers, assistance in raising the university's profile at the federal level, and monitoring of federal legislation that may impact the university.

The university issued a Request for Proposals (RFP) on November 4, 2005, to obtain representation in Washington, DC. The RFP clearly stated at the time of issuance the university's intent to award a contract for one year with the anticipation of additional annual renewals not to exceed a total contract period of five years. This annual renewal provision is a typical practice employed by the university.

The effective date of the original contract with Cornerstone Government Affairs, LLC was January 9, 2006 with a maximum cost of \$101,000. This contract was renewed for a second year beginning January 9, 2007 bringing the total maximum cost to \$202,000. The university plans to exercise another annual extension effective January 9, 2008 with a new maximum cost of \$303,000. The university is presenting the contract for the committee's review as exercising the annual contract extensions now results in a contract exceeding one year with the maximum cost exceeding \$250,000. Furthermore, it is likely the university will continue to exercise the annual renewal options and request the committee's consideration of these potential extensions given this action was anticipated as part of the competitively bid proposal.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Sylvia Shannon Davis
Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen
Mr. Hank Dye
Mr. Ron Loewen
Mr. Anthony Haynes

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT**

APPROVED:

UT System Office Approval

Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:			
2) Campus/Institute Name:	University Wide Administration		
EXISTING CONTRACT INFORMATION			
3) Short Description:	Provide governmental representation in Washington, DC		
4) Proposed Vendor:	Name:	Cornerstone Government Affairs, LLC	
	Vendor Number:	1077314	
	Vendor ID:	33-1003480	
5) Contract #	TBD		
6) Contract Start Date:			January 9, 2006
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			December 31, 2010
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:			\$505,000
PROPOSED AMENDMENT INFORMATION			
9) <u>Proposed</u> Amendment #			2
10) <u>Proposed</u> Amendment Effective Date:			December 14, 2007
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised:			December 31, 2010
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised:			\$505,000
13) Approval Criteria: (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university	
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service			
Continuation of this contract provides the university with continued representation in Washington DC by a vendor that is now			

familiar with our needs and requirements. Continuation of this service was envisioned during the RFP process.
15) Explanation of Need for the Proposed Amendment:
The university competitively bid for federal government representation for up to five years. In accordance with language included in the RFP and the subsequent contract, UT reviews annually the need to renew the contract. This is a typical purchasing practice used by the university.
16) Name & Address of Vendor/Contractor's Current Principal Owner(s): (<u>not</u> required if proposed contractor is a state education institution)
Cornerstone Government Affairs, LLC 300 Independence Ave, SE Washington, DC 20003
17) Documentation of Office for Information Resources Endorsement: N/A (required <u>only</u> if the subject service involves information technology)
18) Documentation of Department of Personnel Endorsement: N/A (required <u>only</u> if the subject service involves training for state employees)
19) Documentation of State Architect Endorsement: N/A (required only if the subject service involves construction or real property related services)
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :
The original contract was awarded through competitive bid process and the university proposed amendment extends the contract for another year.
21) Justification for the Proposed Non-Competitive Amendment :
The original contract was awarded through the competitive bid process that included provisions for contract extensions up to a maximum contractual period of five years. It is in the best interest of the University to extend the contract with the same contractor.

CONTRACT SUMMARY SHEET

021406

N/A		N/A	
State Agency		State Agency/Division	
University of Tennessee		University-wide Administration	
Contractor Name		Contractor ID # (FEIN or SSN)	
Conerstone Government Affairs, LLC		C- or V- 33-1003480	
Service Description			
Provide governmental representation in Washington, DC			
Contract Effective Date	Contract End Date	Subrecipient or Vendor?	CFDA #
January 9, 2006	December 31, 2008	Vendor	N/A
Mark each TRUE statement			
N/A Contractor is on STARS		Contractor's Form W-9 is on file in Accounts	
Allocation Code	Cost Center	Object Code	Fund
332.17	N/A	N/A	N/A
FY	State	Federal	Interdepartmental
FY 2007			\$ 101,000.00
FY 2008			\$ 101,000.00
FY 2009			\$ 101,000.00
			\$ -
			\$ -
			\$ -
TOTAL	\$ -	\$ -	\$ 303,000.00
COMPLETE FOR AMENDMENTS ONLY			
FY	State	Federal	Interdepartmental
FY 2007	\$ 101,000.00		
FY 2008	\$ 101,000.00		
FY 2009		\$ 101,000.00	
TOTAL	\$ 202,000.00	\$ 101,000.00	
End Date	January 8, 2008	December 31, 2008	
Contractor Division/Category (e.g., Contract with contractor, not FTA or GRANT)			
African American	Person w/ Disability	Hispanic	Small Business
Asian	Female	Native American	OTHER minority/disadvantaged—
Contractor Selection Method (Applicable for All base contracts—N/A to amendments or delayed awards)			
X	RFP	Competitive Negotiation	Alternative Competitive Method
	Non-Competitive Negotiation	Negotiation w/ Government (eg, ID, GG, GU)	Other
Procurement Process Summary/Comments (e.g., Variation Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)			
The University issued an RFP on November 4, 2005 and selected a vendor to provide services for a maximum period of five years. The annual renewal provision is a typical practice employed by the university even though it is anticipated that services will be acquired in the out years.			

THE UNIVERSITY OF TENNESSEE

CONTRACT AMENDMENT

This amendment is to University of Tennessee contract number 94556, amended by 98322, between the University of Tennessee (hereinafter University) and Cornerstone Government Affairs LLC (hereinafter Contractor), which Contract was signed by the University on January 12, 2006 and amended on January 17, 2007.

This Contract amendment consists of this cover page and the University's Standard Terms and Conditions.

By mutual agreement, the University and the Contractor agree to the following amendment:

Increase the University's maximum liability under this contract from \$202,000 to \$303,000.

Extend the period of performance under this contract to December 31, 2008 and state that the University reserves the right to renew this contract on an annual basis for up to two (2) additional years at its option.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature
Date

Mr. Geoff Gonella
President
300 Independence Avenue, SE
Washington, DC 20003
(202) 448-9500
Fed ID Number 33-1003480

FOR UNIVERSITY:

Signature	Date
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Mr. Henry C. Dye
Vice President for Government and
Public Relations

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

021406

RFS #						CONTRACT #							
98322						N/A							
State Agency:						State Agency Division:							
University of Tennessee						University-wide Administration							
Contractor Name:						Contractor ID # (FEIN or SSN)							
Conerstone Government Affairs, LLC						<input type="checkbox"/>	C-	or	<input checked="" type="checkbox"/>	V-	33-1003480		
Service Description:													
Provide governmental representation in Washington, DC													
Contract BEGIN Date				Contract END Date				Subcontractor (Vendor) #				CFDA#	
January 9, 2006				December 13, 2007				Vendor				N/A	
Write Your PRU Statement													
<input checked="" type="checkbox"/> N/A Contractor is on STARS						<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts							
Allotment Code		Fund Center		Object Code		Fund		Funding Grant Code		Funding Subgrant Code			
332.17		N/A		N/A		N/A		N/A		N/A			
FY	State		Federal		Interdepartmental		Other		TOTAL Contract Amount				
FY 2007							\$ 101,000.00		\$ 101,000.00				
FY 2008							\$ 101,000.00		\$ 101,000.00				
									\$ -				
									\$ -				
									\$ -				
									\$ -				
TOTAL	\$ -		\$ -		\$ -		\$ 202,000.00		\$ 202,000.00				
— COMPLETE FOR AMENDMENTS ONLY —						State Agency POC for Contract & Telephone #							
FY	BEST CONTRACTS Fiscal Anticipation		FISCAL ANTICIPATION ONLY		Sylvia Shannon Davis, VP Strategic Planning and Operations, 865-974-2244								
FY 2007	\$ 101,000.00				State Agency Budget Officer Approval								
FY 2008			\$ 101,000.00		N/A								
TOTAL	\$ 101,000.00		\$ 101,000.00										
End date	January 8, 2007		December 13, 2007										
Contractant Ownership: Complete only if State Contracts with source FEIN/PA DUNS: N/A													
<input type="checkbox"/>	African American	<input type="checkbox"/>	Person w/ Disability	<input type="checkbox"/>	Hispanic	<input type="checkbox"/>	Small Business	<input type="checkbox"/>	NOT disadvantaged				
<input type="checkbox"/>	Asian	<input type="checkbox"/>	Female	<input type="checkbox"/>	Native American	<input type="checkbox"/>	OTHER minority/disadvantaged—						
Contract Selection Method: Complete if All are completed — N/A in non-disadvantaged authorities.													
<input checked="" type="checkbox"/>	X	RFP	<input type="checkbox"/>	Competitive Negotiation				<input type="checkbox"/>	Alternative Competitive Method				
<input type="checkbox"/>		Non-Competitive Negotiation	<input type="checkbox"/>	Negotiation w/ Government (eg, ID, GG, GU)				<input type="checkbox"/>	Other				
Procurement Process Summary: Complete if Alternative Method (Competitive Negotiation, Non-Competitive Negotiation, or Other)													
The University issued an RFP on November 4, 2005 and selected a vendor to provide services for a maximum period of five years. The annual renewal provision is a typical practice employed by the university even though it is anticipated that services will be acquired in the out years.													

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**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to University of Tennessee contract number 94556 between the University of Tennessee (hereinafter University) and Cornerstone Government Affairs, LLC (hereinafter Contractor), which Contract was signed by the University on January 12, 2006.

This Contract amendment consists of this cover page and the University's Standard Terms and Conditions.

By mutual agreement, the University and the Contractor agree to the following amendment:

Item 15 is revised to increase the University's maximum liability under this contract from \$101,000 and \$202,000.

Item 24 is revised to extend the period of performance under this contract to December 13, 2007 and state that the University reserves the right to renew this contract on an annual basis for up to three (3) additional years at its option.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

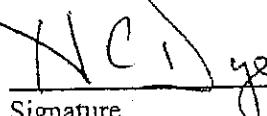
FOR CONTRACTOR:

FOR UNIVERSITY:

 1/12/07

Signature Date

Mr. Geoff Gonella
President
300 Independence Avenue, SE
Washington, DC 20003
(202) 448-9500
Fed ID Number 33-1003480

 1/17/07

Signature Date

Mr. Henry C. Dye
Vice President for Government and
Public Relations

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this his Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interest prohibited by the University.
 - A. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for the completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #	
94556		N/A	
State Agency		State Agency Division	
University of Tennessee		University-wide Administration	
Contractor Name		Contractor ID # (FEIN or SSN)	
Conerstone Government Affairs, LLC		C- or V- 33-1003480	
Service Description			
Provide governmental representation in Washington, DC			
Contract BEGIN Date	Contract END Date	Subcontract or Vendor?	CFOA?
January 9, 2006	January 8, 2007	Vendor	N/A
Are Funds TRUE Statement?			
N/A Contractor is on STARS		Contractor's Form W-9 is on file in Accounts	
Allocation Code	Cost Center	Object Code	Fund
332.17	N/A	N/A	N/A
Funding Grant Code	Funding Subgrant Code		
N/A	N/A		
FY	State	Federal	Non-Federal
FY 2007			\$ 101,000.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL	\$ -	\$ -	\$ 101,000.00
State Agency Fiscal Council & Telephone #			
Sylvia Shannon Davis, VP Strategic Planning and Operations, 865-974-2244			
State Agency Budget Officer Approval			
N/A			
Funding Confirmation Statement: I certify that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not all available for use to pay obligations previously incurred.			
TOTAL			
Contractor Certification: I certify that I am a small business, as defined by the Small Business Administration, and that I am not a subsidiary or affiliate of a large business.			
African American	Person w/ Disability	Hispanic	Small Business
Asian	Female	Native American	NOT disadvantaged
OTHER minority/disadvantaged—			
Contractor Selection Method (circle one): RFP, Competitive Negotiation, Alternative Competitive Method, Non-Competitive Negotiation, Negotiation w/ Government (eg, ID, GG, GU), Other			
Production Process Summary (circle one): RFP, Competitive Negotiation, Non-Competitive Negotiation, Other			
The University issued an RFP on November 4, 2005 and selected a vendor to provide services for a maximum period of five years. The annual renewal provision is a typical practice employed by the university even though it is anticipated services will be acquired in the out years.			

<p style="text-align: center;">THE UNIVERSITY OF TENNESSEE CONTRACT FOR FEDERAL AFFAIRS REPRESENTATION</p>
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This Contract, made and entered into on Monday, January 9, 2006, documents the agreement between The University of Tennessee (hereinafter University) and Cornerstone Government Affairs, LLC (hereinafter Contractor). This Contract consists of a Scope of Services and the University's Standard Terms and Conditions.

SCOPE OF SERVICES

The Contractor shall represent the University of Tennessee in Washington, DC to support its federal advocacy and provide assistance that will strengthen its efforts to secure federal funding, legislative advocacy, and shaping regulatory issues. The Contractor will provide the following specific services:

1. Communicate the University's position on legislation and regulatory matters of interest, including:
 - a) Direct communication with Members of Congress and staff;
 - b) Direct contact with Administration staff;
 - c) Direct contact with Appropriations professional staff;
 - d) Direct interaction with regulatory agencies;
 - e) Drafting letters on legislation, as necessary;
 - f) Under the direction of the University's Director of Federal Relations, help secure opportunities for UT researchers, faculty, and administration to testify on behalf of the University before legislative committees and federal agencies;
 - g) Work with Director of Federal Relations to establish priorities;
 - h) Report to and coordinate with Director of Federal Relations on University related activities with the federal government.
2. Identify sources of funding and associated research and development focus areas for federal initiatives and ability to think "outside the box" in areas not previously accessed by the University.
3. Work at the direction of the Director of Federal Relations identifying and securing potential federal funding sources.
4. Assist with the development, presentation, and promotion of federal initiatives and other proposals.
5. Prepare materials for funding requests.
6. Identify grant opportunities available from non-governmental organizations and foundations relevant to UT and federal policy issues.
7. Identify and monitor federal legislation that may impact the University, including but not limited to the School of Medicine, Institute of Agriculture, Space Institute, and UT-Battelle.

8. Assist the Director of Federal Relations in drafting legislation and amendments, upon request.
9. Help raise University's profile at the federal level, which is a key to securing additional funding. This would include scheduling meetings with relevant federal agency officials. These are to lay the groundwork for future funding requests, with the goal of increasing annual funding from federal government sources over time. Additionally, projects may include cooperative programs and activities with other public and private organizations, including but not limited to, local government, hospitals and other medical organizations, and private businesses.
10. Through Director of Federal Relations, work with University of Tennessee Research Foundation to identify strategic federal and private initiatives and partnerships.
11. Provide other related services as needed, including, but not limited to:
 - a) Assist in the development of strong relationships between appropriate UT personnel and Congressional committee Members and staff, such as chairmen, ranking members, clerks, and other members of key Appropriations Subcommittees and other appropriate programmatic federal agency personnel.
 - b) Attend hearings and markup sessions to track UT projects, appropriations requests, and issues of interest, and provide reports of such activities to the Director of Federal Relations.

TERMS AND CONDITIONS

12. Neither party is bound by this Contract until it is approved by their appropriate official as indicated on the signature page of this Contract.
13. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
14. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
15. The University shall pay the Contractor a flat retainer of \$8,000 each month plus reimbursement for expenses upon receipt of a itemized invoice. Reimbursement for travel, meals or lodging, must be made in accordance with University travel policies. Under no circumstance shall the University's maximum liability under this contract exceed \$101,000.
16. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or The University of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.

17. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
18. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
19. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
20. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
21. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
22. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
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 - b) A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - (1) Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - (2) Unfair advantage to or favored treatment for a third party outside the University.
 - c) The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - (1) Any partners or employees of the Contractor who are also employees of the University.
 - (2) Any relatives of the Contractor's partners or employees who work for the University.
 - (3) Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
23. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.

24. The period of performance under this contract is for one year. The University reserves the right to renew this contract on an annual basis for up to four (4) additional years at its option. However, the University may terminate this Contract at any time by giving the Contractor at least thirty (30) days written notice, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.
25. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The University:

Mr. Kurt Schlieter, Director
University of Tennessee Office of Federal Relations
P.O. Box 15145
Washington, DC 20003-0145
(240) 271-8305
Fax: (703) 548-7058

The Contractor:

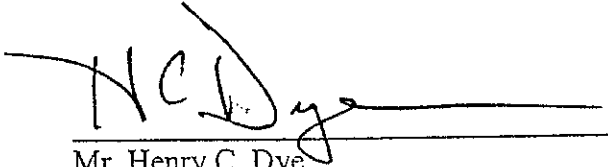
Mr. Jim Richards, Vice President
Cornerstone Government Affairs, LLC
300 Independence Avenue, SE
Washington, DC 20003
(202) 448-9500
Fax: (202) 448-9501

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 5:00 p.m. EST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

SIGNATURES

In witness of their acceptance of the terms of this agreement, the parties have had this contract executed by their duly authorized representatives.

For the University:

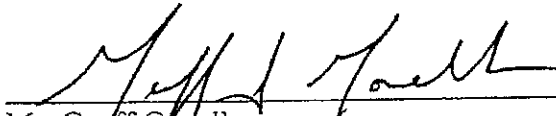


Mr. Henry C. Dye
Vice President for Public and Government Relations

1-12-06

Date

For the Contractor:



Mr. Geoff Gorella
President

1/9/06

Date

CONTRACT FOR FEDERAL AFFAIRS REPRESENTATIONS
ONE YEAR CONTRACT WITH RENEWAL EACH YEAR FOR FIVE YEARS TOTAL
SPECIFICATIONS FOLLOWS:
STATEMENT OF INTENT

The University of Tennessee (hereinafter University) intends to enter into a contract to provide the University with representation before the Government of the United States, including Congress and Federal Agencies, as specified in the following Request for Proposals (RFP). The purpose of this RFP is to define the University's requirements, solicit proposals and gain adequate information from which it may evaluate the goods and services each Proposer offers.

1. RFP SCOPE OF WORK AND OBJECTIVES

1.1. Profile of the University of Tennessee System. The University of Tennessee System offers undergraduate, graduate, and professional education programs, research, and public service throughout the state. The University serves as the state's designated Land Grant University. The system-wide annual budget exceeds \$1.3 billion. The University is headquartered at its flagship campus located in Knoxville, TN with enrollment approximately 42,000. The University has a presence in every Tennessee county, including the University of Tennessee at Chattanooga, University of Tennessee at Martin, University of Tennessee Space Institute at Tullahoma, and the University of Tennessee Health Science Center in Memphis, Institute of Agriculture and the Institute for Public Service. The UT-Battelle partnership manages Oak Ridge National Laboratory (ORNL) for the U.S. Department of Energy, giving the university a prestigious affiliation with one of the nation's premier research facilities.

1.2. Objectives. The University of Tennessee is seeking government affairs representation in Washington, DC to support its current federal advocacy. The University desires assistance that will strengthen efforts to secure federal budget appropriations, legislative advocacy, and shaping regulatory issues. The chief federal priorities of the University leadership include: continued strong partnership with Oak Ridge National Laboratory and its role in UT-Battelle, increasing research opportunities for each campus focusing on their individual campus strengths, economic development benefiting the state, and homeland security funding. The University of Tennessee specifically seeks opportunities to successfully identify, develop, and promote federal initiatives for land grant Universities and who has demonstrated success in and a history of working with medical schools and their unique needs and requirements. Knowledge and understanding of the distinctive relationship of the University of Tennessee and the Oak Ridge National Laboratory, their goals and missions and desire to capitalize on this relationship with federal funding is important

1.3. Contractual Requirements. The following requirements are to be used as a general guide. They are not intended to be a complete list of all work necessary to complete any project(s).

1.3.1. Communicate the University's position on legislation and regulatory matters of interest, including:

- 1.3.1.1. Direct communication with Members of Congress and staff;
- 1.3.1.2. Direct contact with Administration staff;
- 1.3.1.3. Direct contact with Appropriations professional staff;
- 1.3.1.4. Direct interaction with regulatory agencies;
- 1.3.1.5. Drafting letters on legislation, as necessary;
- 1.3.1.6. Under the direction of the University's Director of Federal Relations, help secure opportunities for UT researchers, faculty, and administration to testify on behalf of the University before legislative committees and federal agencies;
- 1.3.1.7. Work with Director of Federal Relations to establish priorities;
- 1.3.1.8. Report to and coordinate with Director of Federal Relations on University related activities with the federal government.

1.3.2. Identify sources of funding and associated research/development focus areas for federal initiatives and ability to think ?outside the box? in areas not previously accessed by the University.

1.3.3. Work at the direction of the Director of Federal Relations identifying and securing potential federal funding sources.

1.3.4. Assist with the development, presentation, and promotion of federal initiatives and other proposals.

1.3.5. Prepare materials for funding requests.

1.3.6. Assist in the development of strong relationships between appropriate UT personnel and Congressional committee Members and staff, such as chairmen, ranking members, clerks, and other members of key Appropriations Subcommittees and other appropriate programmatic federal agency personnel.

1.3.7. Attend hearings and markup sessions to track UT projects, appropriations requests, and issues of interest, and provide reports of such activities to the Director of Federal Relations.

1.3.8. Identify grant opportunities available from non-governmental organizations and foundations relevant to UT and federal policy issues.

1.3.9. Identify federal legislation that may impact the university and medical school.

1.3.10. Identify and monitor federal legislation that may impact the University, including but not limited to the School of Medicine, Institute of Agriculture, Space Institute, and UT-Battelle.

1.3.11. Assist the Director of Federal Relations in drafting legislation and amendments, upon request.

1.3.12. Provide suitable office space for Director of Federal Relations, complete with conference capabilities for meetings, as necessary, at a location of reasonable distance from the U.S. Capitol complex, federal agencies and downtown Washington, D.C.

1.3.13. Help raise University's profile at the federal level, which is a key to securing additional funding. This would include scheduling meetings with relevant federal agency officials. These are to lay the groundwork for future funding requests, with the goal of increasing annual funding from federal government sources over time. Additionally, projects may include cooperative programs and activities with other public and private organizations, including but not limited to, local government, hospitals and other medical organizations, and private businesses.

1.3.14. Through Director of Federal Relations, work with University of Tennessee Research Foundation to identify strategic federal and private initiatives and partnerships.

2. QUALIFICATIONS

2.1. MINIMUM QUALIFICATIONS

2.1.1. Offices in Washington, DC.

2.1.2. Significant cumulative experience in congressional advocacy.

2.1.3. Experience representing public colleges and universities.

2.1.4. Significant contacts within Departments of Defense, Energy, and/or Health and Human Services.

2.2. LOBBYING REQUIREMENT

2.2.1. Lobbying Services (up to 4 pages). Describe the services and activities that your firm proposes to provide to the University. Include the following information:

2.2.1.1. Methodology and experience in working on issues described in section 1.2 Objectives above;

2.2.1.2. Overall approach to tasks described in section 1.3 Contractual Requirements above;

2.2.1.3. Assignment of work within your firm's work team.

2.2.2. Firm Qualifications and References (up to 10 pages). Provide information on your firm's qualifications and references, including:

2.2.2.1. A brief description of your firm, including history, organizational structure, names of principals, number of employees, number of years in business, and areas of policy expertise. Include any information that may be of value to the University in evaluating your firm's qualifications, including a list of current clients.

2.2.2.2. A list identifying: (i) each key person who will perform lobbying services and their role; (ii) descriptions of the experience and qualifications of each person described in part (i), including brief resumes.

2.2.2.3. A description of not more than three major legislative or regulatory issues where your firm lobbied successfully for a client, including: issue, client contact information, staff members who worked on the issue, and a summary of how the issue was resolved. Descriptions should be limited to one page for each project.

2.2.2.4. Description of clients represented by your firm whose interests may either coincide or conflict with the interests of the University, and internal measures to avoid such conflicts.

3. SUBMISSION OF RFP PROPOSAL

3.1. RFP Proposals shall be submitted, and questions addressed, to UT Purchasing:

<<Standard UT requirements for RFPs>>

4. SCHEDULE OF EVENTS FOR PROPOSAL EVALUATION AND AWARD

4.1. The University issues RFP: Date?

4.2. The University receives by email a single point of contact for any vendor that intends to provide a response to the RFP: Date? (two weeks after initial release)

4.3. The University receives all emailed written, clarification requests from potential Proposers: (same day as above).

4.4. RFP proposals are due in Purchasing on date? (one month after initial release) via the primary contact person and will be opened at that time.

4.5. The University conducts preliminary evaluation of Technical Proposals: (one week after closing).

4.6. Oral Interviews:

4.7. The University finalizes evaluation of Technical Proposals, opens Cost Proposals, and completes final evaluation.

4.8. Notice of intent to award sent (via email, U.S. mail and facsimile) to all Proposers: (same day as evaluation).

4.9. RFP files are open for public inspection: (day after award for time period of two weeks).

4.10. Negotiation and clarification between The University and apparent Contractor completed: (last date of public inspection).

4.11. Contract signing: (day later).

4.12. Effective date of contract: (same date as contract signing).

NOTE: The University reserves the right to adjust this schedule at its sole discretion.

5. CONTRACT AWARD DURATION

The University intends to enter into a contract with an expected effective period of (start date) through (one-year). The University reserves the right to renew this contract on an annual basis for up to four additional terms at its option.

6. PROPOSAL FORMAT

6.1. Proposals should adhere to the following outline:

I. IDENTIFICATION

A. Name, address, phone number, fax, and federal ID number of the firm making the proposal

B. Name, address, phone number, and fax of firm's contact person for communications related to the proposal.

II. TECHNICAL PROPOSAL

A. Certification that firm meets each requirement listed in section 2.1 MINIMUM QUALIFICATIONS.

B. Specific responses to each item listed in section 2.2 LOBBYING REQUIREMENT.

III. COST PROPOSAL

A. Proposed monthly retainer and annual reimbursable expenses.

B. The COST PROPOSAL must accompany the overall proposal in a separate sealed envelope. It will be opened after the technical proposals are evaluated.

6.2. The proposal format has been prepared to facilitate the proposers' submissions. The proposal format is tailored to the included Pro Forma Contract (Attachment A) so that the successful Proposer's quoted terms can be readily transferred to the contract at the time of the contract award. The proposal must address all portions of the RFP as set forth herein and as may be attached or amended.

6.3. The University reserves the right to request clarification or correction to proposals, to reject any and all proposal, or to cancel this RFP in its entirety at its sole discretion. The University does not obligate itself to accept the lowest or any other proposal. Proposals, which do not meet the The University's general instructions, will be considered ?non-responsive? and will be rejected.

6.4. A proposal/bid may not be revised after opening. However, The University reserves the right to further clarify or negotiate with the awarded Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by The University. (I'd like to put in some language here, or where appropriate, about the possibility to build in incentives. For instance, can we write up language which gives the proposers the option to charge us a lower fee but work on a contingency basis? Build in some incentive for them to work harder. The more we get the more they get.)

6.5. Proposers shall bear all costs incurred in responding to this RFP, including, but not limited to, all costs associated with preparing proposals or incurred during the procurement process.

6.6. If the Proposer is unable to provide any information requested in this RFP, that information shall be listed, along with an explanation as to why the Proposer cannot comply with the request for information. Taking into account the Proposer's explanation for non-compliance, failure to provide all requested information will result in the disqualification of the proposal.

7. SELECTION CRITERIA

University staff will evaluate each response in accordance with the criteria stated below. Each proposal may receive a maximum of 100 possible points.

Award may be made to the Proposer who is determined by the The University to best meet the needs and objectives of the The University. The University staff will conduct scoring and evaluation of proposals. Factors and relative weight used by the staff will correspond to the requirements of this RFP and the requested proposal format. Only those responses that provide complete and accurate information and follow the format required by this RFP will be considered. Proposal evaluation will use the following scale:

7.1. Lobbying Approach (20 points)

7.1.1. Does the response demonstrate understanding of the University's needs and tasks to be performed?

7.1.2. Is the proposed staffing appropriate?

7.1.3. Is there an understanding of ethics?

7.2. Firm Qualifications and References (60 points)

7.2.1. Does the firm have the structural capacity, experience and expertise in public sector lobbying to provide the level of services UT needs?

7.2.2. Good working relationships with appropriations committees?

7.2.3. Ability to facilitate good working relationships?

7.2.4. Do the individuals proposed to perform the work have sufficient qualifications, experience, and expertise to provide the services UT needs?

7.2.5. How did the firm's references rate the firm's quality of services? Did the firm advocate successfully for the reference's needs? Was the firm responsive to requests from the reference?

7.2.6. Can the firm follow the correct reporting requirements and help assist the Office of Federal Relations with filing reports?

7.2.7. Has the firm demonstrated an ability to sustain long-term effective relationships on both sides of the aisle?

7.3. Oral Interview. The University may adjust any proposer's score, based on information obtained in the oral interview. Proposers shall be available for interviews on a date to be set by the University.

7.4. Cost Proposal (20 points). Per Tennessee state law, cost proposals will be opened after technical proposals have been considered. Respondents must include their cost proposals with the overall proposal in a separate sealed envelope.

ATTACHMENT A
PRO FORMA CONTRACT

This Contract, made and entered into on _____, documents the agreement between The University of Tennessee (hereinafter University) and _____ (hereinafter Contractor). This Contract consists of a Scope of Services and the University's Standard Terms and Conditions.

SCOPE OF SERVICES

The Contractor shall represent the University of Tennessee in Washington, DC to support its federal advocacy and provide assistance that will strengthen its efforts to secure federal budget/appropriations, legislative advocacy, and shaping regulatory issues. The Contractor will provide the following specific services:

1. Communicate the University's position on legislation and regulatory matters of interest, including:

- a. Direct communication with Members of Congress and staff;
- b. Direct contact with Administration staff;
- c. Direct contact with Appropriations professional staff;

- d. Direct interaction with regulatory agencies;
- e. Drafting letters on legislation, as necessary;
- f. Under the direction of the University's Director of Federal Relations, help secure opportunities for UT researchers, faculty, and administration to testify on behalf of the University before legislative committees and federal agencies;
- g. Work with Director of Federal Relations to establish priorities;
- h. Report to and coordinate with Director of Federal Relations on University related activities with the federal government.

2. Identify sources of funding and associated research/development focus areas for federal initiatives and ability to think "outside the box" in areas not previously accessed by the University.

3. Work at the direction of the Director of Federal Relations identifying and securing potential federal funding sources.

4. Assist with the development, presentation, and promotion of federal initiatives and other proposals.

5. Prepare materials for funding requests.

6. Assist in the development of strong relationships between appropriate UT personnel and Congressional committee Members and staff, such as chairmen, ranking members, clerks, and other members of key Appropriations Subcommittees and other appropriate programmatic federal agency personnel.

7. Attend hearings and markup sessions to track UT projects, appropriations requests, and issues of interest, and provide reports of such activities to the Director of Federal Relations.

8. Identify grant opportunities available from non-governmental organizations and foundations relevant to UT and federal policy issues

9. Identify federal legislation that may impact the university and medical school.

10. Identify and monitor federal legislation that may impact the University, including but not limited to the School of Medicine, Institute of Agriculture, Space Institute, and UT-Battelle.

11. Assist the Director of Federal Relations in drafting legislation and amendments, upon request.

12. Provide suitable office space for Director of Federal Relations, complete with conference capabilities for meetings, as necessary, at a location of reasonable distance from the U.S. Capitol complex, federal agencies and downtown Washington, D.C.

13. Help raise University's profile at the federal level, which is a key to securing additional funding. This would include scheduling meetings with relevant federal agency officials. These are to lay the groundwork for future funding requests, with the goal of increasing annual funding from federal government sources over time. Additionally, projects may include cooperative programs and activities with other public and private organizations, including but not limited to, local government, hospitals and other medical organizations, and private businesses.

14. Through Director of Federal Relations, work with University of Tennessee Research Foundation to identify strategic federal and private initiatives and partnerships.

15. Provide other services as appropriate to support the University's interests.

TERMS AND CONDITIONS

16. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.

17. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

18. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.

19. The University shall pay the Contractor a flat retainer of \$_____ each month plus reimbursement for expenses upon receipt of a itemized invoice. Reimbursement for travel, meals or lodging, must be made in accordance with University travel policies. Under no circumstance shall the University's maximum liability under this contract exceed \$_____.

20. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or The University of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.

21. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

22. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

23. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.

24. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

25. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.

26. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:

- a) A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
- b) A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - a. Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - b. Unfair advantage to or favored treatment for a third party outside the University.
- c) The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.

27. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.

28. The period of performance under this contract is for five years, from _____ through _____. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

29. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The University:
Mr. Kurt Schlieter, Director
University of Tennessee Office of Federal Relations
P.O. Box 15145
Washington, DC 20003-0145
(240) 271-8305
Fax: (703) 548-7058

The Contractor:
[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]

[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 5:00 p.m. EST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

SIGNATURES

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

BIDDERS' LIST FOR CONTRACT FOR FEDERAL AFFAIRS REPRESENTATION

Barbour Griffith & Rogers Inc.
1275 Pennsylvania Avenue NW
10th Floor Washington, DC 20004
(202) 333-4936

Cauthen & Associates
1275 Pennsylvania Avenue NW
Washington, DC 20004-2404
(202) 638-0125

Dean Blaky & Moskowitz
1101 Vermont Avenue NW
Suite 400
Washington, DC 20005
(202) 289-3900

Lewis-Burke Associates
1000 Vermont Avenue NW
11th Floor
Washington, DC 20005
(202) 289-7475

Lent Scrivner & Roth LLC
1420 New York Avenue NW
Suite 800
Washington, DC 20005
(202) 347-3030

Long Aldridge & Norman Attys
701 Pennsylvania Avenue NW
Washington, DC 20004-2608
(202) 624-1200

Smith-Free Group
1401 K Street NW
Suite 1200
Washington, DC 20005
(202) 393-4760

Van Scoyce Associates Inc.
101 Constitution Avenue NW
Suite 600 West
Washington, DC 20001
(202) 638-1950

Washington Council Ernst & Young
1150 17th Street NW
Suite 601
Washington, DC 20036
(202) 293-7474

Winston & Strawn
1400 L Street NW
Suite 800
Washington, DC 20005
(202) 371-5700

Cassidy & Associates
700 Thirteenth Street NW
Suite 400
Washington, DC 20005-5917
(202) 347-0773

Redding, Robert L. Jr Atty
313 Massachusetts Avenue NE
Washington, DC 20002-5701
(202) 543-7464

The National Group
816 Connecticut Avenue NW
Washington, DC 20006

Perkins Smith Cohen
1401 New York Avenue NW
Washington, DC 20005

If you have any questions, please call Ron Loewen at Institute for Public Service 974-0968.